

LAW OFFICES OF SIMON HARTER, ESQ.
Simon Harter, Esq. (SH-8540)
225 West 34th Street – 9th Floor
New York, New York 10122
Tel: (212) 979-0250
Fax: (212) 979-0251
Email: sharter@harterlaw.com
Attorneys for Plaintiff,
CADDELL DRY DOCK AND REPAIR CO., INC.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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CADDELL DRY DOCK AND REPAIR CO, INC.,	:	
	:	
Plaintiff,	:	CASE NO.:
	:	
- against -	:	
	:	
BOUCHARD TRANSPORTATION CO., INC.,	:	
<i>in personam</i> , BARGE B. NO. 280, <i>in rem</i> , and	:	
B. NO. 280 CORP., <i>in personam</i> ,	:	
	:	
Defendants.	:	
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VERIFIED COMPLAINT

Plaintiff, CADDELL DRY DOCK AND REPAIR CO., INC., by and through undersigned counsel, as and for its Verified Complaint against Defendants, BOUCHARD TRANSPORTATION CO., INC., *in personam*, BARGE B. NO. 280, her engines, apparel, furniture, equipment, appurtenances, tackle, etc., *in rem*, and B. NO. 280 CORP., *in personam*, does hereby respectfully allege as follows:

JURISDICTION AND VENUE

1. This action involves admiralty and maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Supplemental Admiralty Rule C.

The Court has original jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §1333 and the Commercial Instruments and Maritime Liens Act, 46 U.S.C. §§ 31301 – 31343.

2. Venue lies in this District pursuant to 28 U.S.C. §1390(b) and Rule 82 of the Federal Rules of Civil Procedure.

THE PARTIES

3. Plaintiff, CADDELL DRY DOCK AND REPAIR CO., INC. ("Plaintiff"), is a corporation formed under the laws of the State of New York with a principal place of business at 1515 Richmond Terrace, Staten Island, New York 10310.

4. Defendant, BOUCHARD TRANSPORTATION CO., INC., ("Bouchard"), sued *in personam*, is a corporation formed under the laws of the State of New York with a principal place of business at 58 South Service Road, Suite 150, Melville, New York 11747. Bouchard is the operator of Defendant, BARGE B. NO. 280, *in rem*.

5. As operator of Defendant, BARGE B. NO. 280, Bouchard is authorized to procure necessities on behalf of the Barge pursuant to the Commercial Instruments and Maritime Liens Act, 46 U.S.C. §§ 31301 – 31343.

6. Defendant, BARGE B. NO. 280, her engines, apparel, furniture, equipment, appurtenances, tackle, etc. ("Barge"), sued *in rem*, is a U.S. registered tank barge, bearing Official Number 1181626, with a length overall of 399 feet and a beam of 74 feet.

7. Defendant, B. NO. 280 CORP., ("Barge Corp."), sued *in personam*, is a corporation formed under the laws of the State of New York with a principal place of business at 58 South Service Road, Suite 150, Melville, New York 11747.

8. As owner of the Defendant Barge, Defendant Barge Corp., is authorized to procure necessities on behalf of the Barge pursuant to the Commercial Instruments and Maritime Liens Act, 46 U.S.C. §§ 31301 – 31343.

9. The Barge is now or will be within the Eastern District of New York and the jurisdiction of this Honorable Court.

FACTS

10. Plaintiff incorporates the facts and allegations contained in the foregoing paragraphs as though fully set forth herein.

11. On or about June 4, 2019, and at various times thereafter, Plaintiff provided labor, material, and equipment to provide repairs, cleaning, and other related services to the Barge.

12. On August 6, 2019, Plaintiff issued Bill No. 20212 in the amount agreed by Bouchard of Four Hundred Ninety-Six Thousand Sixty-Two Dollars (\$496,062.00) for labor, material, and equipment to provide necessary repairs and other related services to the Barge. *See* **EXHIBIT 1**.

13. On October 30, 2019, Plaintiff issued Bill No. 20302 in the amount agreed by Bouchard of Two Hundred Thirty-Five Thousand Five Hundred and Five Dollars (\$235,505.00) for labor, material, and equipment to provide necessary repairs and other related services to the Barge. *See* **EXHIBIT 2**.

14. On October 30, 2019, Plaintiff issued Bill No. 20303 in the amount agreed by Bouchard of Eighty-Five Thousand Dollars (\$85,000.00) for labor, material, and equipment to provide necessary cleaning other related services to the Barge. See **EXHIBIT 3**.

15. On October 30, 2019, Plaintiff issued Bill No. 10304 in the amount agreed by Bouchard of Twelve Thousand Dollars (\$12,000.00 for labor, material, and equipment to provide necessary repairs and other related services to the Barge. See **EXHIBIT 4**.

16. The total amount of these invoices, all of which remain unpaid, is Eight Hundred Twenty-Eight Thousand Five Hundred Sixty-Seven Dollars (\$828,567.00). In addition, each invoice provides for a one percent (1%) monthly service charge on any invoiced amounts that are unpaid after 10 days.

17. During the period from July 5, 2019 (10 days after the first invoice was payable) to the present, Plaintiff has provided dockage to the Barge. At a standard dockage rate of One Dollar Fifty Cents (\$1.50) per foot, the daily charge for dockage of the Barge amounts to Five Hundred Ninety-Eight Dollars and Fifty Cents (\$598.00). The total dockage accrued from July 5, 2019 to the date of this Verified Complaint, amounts to Ninety-Nine Thousand Nine Hundred Forty-Nine Dollars and Fifty Cents (\$99,949.50).

FIRST CAUSE OF ACTION
BOUCHARD AND BARGE CORP. *IN PERSONAM*

18. Plaintiff incorporates the facts and allegations contained in the foregoing paragraphs as though fully set forth herein.

19. Defendants Bouchard and Barge Corp. are each liable *in personam* for the above-described invoices in the total amount of \$828,567.00, plus the accrued monthly service charges described above, together with prejudgment interest thereon.

20. Plaintiff reserves the right to amend this claim as and to the extent further service charges and prejudgment interest are accrued.

SECOND CAUSE OF ACTION
BOUCHARD AND BARGE CORP. *IN PERSONAM*

21. Plaintiff incorporates the facts and allegations contained in the foregoing paragraphs as if fully set forth herein.

22. Defendants Bouchard and Barge Corp. are each liable *in personam* for the above-described dockage charges, accrued to date, in the total amount of \$99,949.50, together with prejudgment interest thereon.

23. Plaintiff reserves the right to amend this claim as and to the extent further dockage charge and prejudgment interest are accrued.

THIRD CAUSE OF ACTION
BARGE B. NO. 280 *IN REM*

24. Plaintiff incorporates the facts and allegations contained in the foregoing paragraphs as if fully set forth herein.

25. The failure of Defendants *in personam* to pay the amounts owed Plaintiff for the necessities supplied to the Barge, on orders of persons authorized to procure necessities on behalf of the Barge, gives rise to maritime liens, in Plaintiff's favor, against the Barge *in rem* pursuant to the Commercial Instruments and Maritime Liens Act, 46 U.S.C. §§ 31301 – 31343.

26. The maritime liens in favor of Plaintiff presently total: (a) \$828,567.00, plus accrued monthly service charges, for repairs, cleaning, materials, dockage, and other related charges; and (b) \$99,949.50 for dockage charges accrued to date.

27. Plaintiff respectfully seeks to enforce its maritime liens against the *Barge in rem* pursuant to Rule C of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Foreclosure Actions in the aforementioned amounts, together with prejudgment interest thereon.

28. The Barge is presently within this Judicial District.

WHEREFORE, the above premised considered, Plaintiff, CADDELL DRY DOCK AND REPAIR CO., INC., respectfully prays as follows:

A. That Judgment be entered against Defendants, BOUCHARD TRANSPORTATION CO., INC., and B. NO. 280 CORP., *in personam*, finding them liable in the total amount of \$928,516.50, together with monthly service charges accrued to date and which accrue further; any and all additional dockage fees which accrue further, along with prejudgment interest thereon, *custodia legis* expenses, reasonable attorney's fees and costs, and any other fees or costs which arise hereafter and are unpaid.

B. That process in due form of law, according to the practice of this Honorable Court in cases of admiralty and maritime jurisdiction, issue against the BARGE B. NO. 280, Official Registration No. 1181626, her engines, apparel, furniture, equipment, appurtenances, tackle, etc., *in rem*, citing it to appear and answer under oath all, and singular, the matters alleged in the Verified Complaint;

C. That a warrant for the arrest of the BARGE B. NO. 280 be issued and that the Vessel be seized by the U.S. Marshal to be held as security against any judgment to be entered herein against the BARGE B. NO. 280, her engines, apparel, furniture, equipment, appurtenances, tackle, etc. *in rem*;

D. That after due proceedings, judgment be entered in favor of Plaintiff and against the BARGE B. NO. 280, her engines, apparel, furniture, equipment, appurtenances, tackle, etc. *in rem*, in total amount of \$928,516.50, together with monthly service charges accrued to date and which accrue further; any and all additional dockage fees which accrue further, along with prejudgment interest thereon, *custodia legis* expenses, reasonable attorneys' fees and costs, and any other fees and costs which arise hereafter.

E. That in the event security is not posted pursuant to to Rule E(5) of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Foreclosure Actions, the BARGE B. NO. 280, her engines, apparel, furniture, equipment, appurtenances, tackle, etc., be condemned and sold, free and clear of all liens and encumbrances, to satisfy the judgment, and that the Court award Plaintiff out of the proceeds of the said sale, the full amount of its claim, together with all monthly service charges accrued to date and which accrue further; any and all additional dockage fees which accrue further, along with prejudgment interest thereon, *custodia legis* expenses, all recoverable attorneys' fees and costs, and any other fees or costs which arise hereafter and are unpaid.

F. All such other and further relief as the Court may deem just and proper.

Dated: February 6, 2020

Respectfully submitted,

LAW OFFICES OF SIMON HARTER, ESQ.
Attorneys for Plaintiff, CADDELL DRY DOCK
AND REPAIR CO., INC.

By: /s/ Simon Harter
Simon Harter, Esq. (SH-8540)
225 West 34th Street – 9th Floor
New York, New York 10122
Tel: (212) 979-0250
Fax: (212) 979-0251
Email: sharter@harterlaw.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CADDELL DRY DOCK AND REPAIR CO, INC., :
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Plaintiff, : CASE NO.:
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- against - :
:
BOUCHARD TRANSPORTATION CO., INC., :
in personam, BARGE B. NO. 280, *in rem*, and :
B. NO. 280 CORP., *in personam*, :
:
Defendants. :
-----X

VERIFICATION

Pursuant to 28 U.S.C. § 1746, Steven P. Kalil declares under penalty of perjury:

1. I am the President of Caddell Dry Dock and Repair Company, Inc., the plaintiff in this matter.
2. I have read the foregoing Verified Complaint and believe the contents are true.
3. The sources of my information and belief are my personal knowledge of the events giving rise to Caddell's claims and information contained within Caddell's files and records.
4. I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 6, 2020.


STEVEN P. KALIL

EXHIBIT 1

PAGE 1 OF 1DATE 8/6/2019BILL NO. 20212VESSEL "B.No. 280" & Owners

P.O.#9058724

Caddell W.O.#190505

CADDELL DRY DOCK AND REPAIR CO., INC., DR.**DRY DOCKS & SHIPYARD**

718 442-2112

FAX: 718-981-7493

FOOT OF BROADWAY • P.O. BOX 327 • STATEN ISLAND, N.Y. 10310

NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

6/4/2019 to 6/26/2019

Furnished labor material equipment and material to accomplish necessary repairs to above vessel as per owner's specifications where directed as follows:

#1. Dry Docking

Dry docked vessel 6/5/2019, DD#1 for below water line inspection and provided (18) lay days for painting and repairs. Provided dockhands and line hand services for dry docking and undocking of the vessel.

(\$92,750.00)

#2. Services

Provided necessary services during repairs.

i) Gangway

ii) Fire Line

iii) Shore Power

iv) Garbage Disposal

(\$11,250.00)

#3. Tank Ventilation for ABS Inspection

Set up and installed blowers in way of all cargo tanks as directed. Provided air compressor and hooked up to ventilate cargo tanks for ABS inspection.

(\$6,500.00)

#4. Marine Chemist & Competent person

Provided Marine Chemist gas free inspection and obtained certificate to safe for men and safe for hot work. Provided yard competent person to check tanks daily to safe for entry and repairs.

(\$2,850.00)

#5. Hull Coating

Sand swept and spot blasted vessel's hull from keel to deck edge. Applied owner furnished paint as per paint specification.

(\$287,384.00)

#6. Water Blast Main Deck

Commercial water blasted main deck from bow to forward of manifold. Applied owner paint as per specification.

(\$95,328.00)

All for the agreed sum of.....\$496,062.00

EXHIBIT 2

PAGE 1 OF 3DATE 10/30/2019BILL NO. 20302VESSEL "B.No. 280" & Owners

P.O.#9059327

Caddell W.O.#190915

CADDELL DRY DOCK AND REPAIR CO., INC., DR.

— DRY DOCKS & SHIPYARD —

718 442-2112

FAX: 718-981-7493

FOOT OF BROADWAY • P.O. BOX 327 • STATEN ISLAND, N.Y. 10310

NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

9/6/2019

Furnished labor equipment and material. Set up gear and accomplished necessary owner's repairs where directed as follows:

#1. Misc Services

Provided necessary services during repairs.

i) Gangway

ii) Shore Power

iii) Garbage Disposal

(\$11,250.00)

#2. Tank Ventilation for USCG & ABS Inspection

Set up and installed blowers in way of (12) cargo tanks and (12) ballast tanks as directed with plastic tubing going to the bottom of tanks for ventilation. Provided air compressor and hooked up to ventilate cargo tanks for inspection by regulatory agencies.

(\$21,500.00)

#3. Marine Chemist & Competent person

Provided Marine Chemist gas free inspection and obtained certificate to safe for men and safe for hot work. Provided yard competent person to check tanks daily to safe for entry and repairs.

(\$5,250.00)

#4. PV Valves

Disconnected and removed (12) PV valves from vessel. Cleaned valves and tested in presence of ABS.

(\$16,200.00)

#5. Angle Drives

Disconnected and removed (3) angle drives from vessel, and loaded on customer conveyance. Upon return, rigged and reinstalled angle drives as original.

(\$10,500.00)

#6. Cargo Pump

Disconnected and removed (1) cargo pump from vessel, and loaded on customer conveyance. Upon return, rigged and reinstalled cargo pumps as original.

(\$5,500.00)

#7. Fuel Tank Cleaning

Cleaned and gas freed fuel tank

(\$8,500.00)

PAGE 2 OF 3

DATE 10/30/2019

BILL NO. 20302

VESSEL "B.No. 280" & Owners

P.O.#9059327

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NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

#8. Potable Water Tank

Cleaned and touched-up potable water tanks with owner furnished epoxy paint as needed.

(\$7,800.00)

#9. Ballast Pump

Disconnected and removed #2 ballast pump from vessel and loaded on customer's conveyance. Upon return, rigged and reinstalled ballast pump.

(\$6,500.00)

#10. Hydraulic Technician

Provided services of hydraulic technician to inspect hydraulic systems of the vessel

(\$2,500.00)

#11. Drip Pan Line

Removed and replace a section of drip pan line in way of port upper drip pan to lower drip pan, completed with 5' of 2" piping and flanges, and replaced (1) 2" gate valve

(\$3,600.00)

#12. Repack Below Deck Valves

Repack (12) cargo valves, (6) crossover and (3) pump suction valves below deck as directed. Upon completion, air tested valves to satisfaction.

(\$9,100.00)

#13. Repack Above Deck Valves

Repacked (3) drop valves, (6) upper crossover and (17) manifold valves above deck to the satisfaction.

(\$8,450.00)

#14. Test Ballast System

Made necessary preparation and set up for test. Pressure tested ballast system for leaks as directed.

(\$4,500.00)

#15. Cargo Discharge Manifold Valve

Removed and replace owner furnished (1) 12" stbd cargo discharge manifold valve #1.

(\$4,500.00)

#16. Cargo Pumps Valves

Removed and replaced cargo pumps return valves completed with yard furnished #1 and #2 cargo pumps return valves (2) 600 lbs 1 1/2" locking handle as on #3 cargo pump.

(\$3,600.00)

#17. Crane Cables

Removed and renewed port & stbd cranes main and auxiliary cables completed with owner furnished (4) new cable

(\$4,800.00)

PAGE 3 OF 3

DATE 10/30/2019

BILL NO. 20302

VESSEL "B.No. 280" & Owners

P.O.#9059327

Caddell W.O.#190915

CADDELL DRY DOCK AND REPAIR CO., INC., DR.

— DRY DOCKS & SHIPYARD —

718 442-2112

FAX: 718-981-7493

FOOT OF BROADWAY • P.O. BOX 327 • STATEN ISLAND, N.Y. 10310

NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

#18. Test Crane

Made necessary preparation and set up for test. Load tested both cranes upon completion of cable renewals. Prepared and submitted test report. (\$1,800.00)

#19. Life Ring Attachment

Cut and renewed attachments points for life ring forward at forepeak entrance where directed. (\$1,650.00)

#20. Packing Glands Bolts

Removed and replaced packing gland bolts with stainless steel bolts in way of vapor valves, drop valves, crossover valves and manifold valves, a total of (49 valves) (\$32,500.00)

#21. Drain Pans Valves

Removed and replaced drip pans drain valves completed with yard furnished (4) -2" gate valves and (4)- 2" check valves. Necessary to inspect above deck pipe for perforations. (\$12,600.00)

#22. Planetary Gear

Removed and replaced #2 planetary gear and hydraulic motor completed with owner furnished parts (\$4,850.00)

#23. Mooring Winch Cable

Removed #1 and #2 winch cable and properly disposed. Installed new owner furnished #1 and #2 mooring winches cables. (\$5,000.00)

#24. Vapor Valves

Cleaned and freed up (12) 8" vapor valves (\$25,500.00)

#25. Chlorinator

Removed, dispose and replaced yard furnished new m-30 with chlorinator (\$25,000.00)

#26. High Velocity Valves

Disconnected and removed high velocity valve from vessel to pipe shop. Cleaned and tested in presence of ABS and owner's rep. Reinstalled upon completion (\$4,950.00)

All for the agreed sum of.....\$235,505.00

EXHIBIT 3

PAGE 1 OF 1

DATE 10/30/2019

BILL NO. 20303

VESSEL "B.No. 280' & Owners

P.O.#9059326

Caddell W.O.#190915

CADDELL DRY DOCK AND REPAIR CO., INC., DR.

DRY DOCKS & SHIPYARD

718 442-2112

FAX: 718-981-7493

FOOT OF BROADWAY • P.O. BOX 327 • STATEN ISLAND, N.Y. 10310

NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

9/5/2019

Ballast Tanks Cleaning

Furnished labor equipment and material. Set up gear and cleaned port & stbd ballast tanks as directed.

All for the agreed sum of.....\$85,000.00

EXHIBIT 4

PAGE 1 OF 1

DATE 10/30/2019

BILL NO. 10304

VESSEL "B.No. 280" & Owners

P.O.#9059484

Caddell W.O.#190915

CADDELL DRY DOCK AND REPAIR CO., INC., DR.

DRY DOCKS & SHIPYARD

718 442-2112

FAX: 718-981-7493

FOOT OF BROADWAY • P.O. BOX 327 • STATEN ISLAND, N.Y. 10310

NET 10 DAYS 1% PER MONTH SERVICE CHARGE AFTER 10 DAYS.

10/21/2019

Furnished labor equipment and material. Set up necessary gear and accomplished owner's repair where directed as follows:

#1. Pump Tanks

Set up all pump, hoses etc. Pumped sewage from sewage treatment tank. Upon completion of inspection, set up and pumped aft peak tank. Disposed all liquid as necessary. (\$8,500.00)

#2. Call A Head

Furnished call a head on board the vessel as directed. (\$3,500.00)

All for the agreed sum of.....\$12,000.00